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GOVERNMENT GAZETTE

BOLETIM OFICIAL

GOVERNMENT OF GOA, DAMAN AND DIU

Special Department

Notification

No. OSD/RRVS/1-B/67-Vol. III

In exercise of the powers conferred by the proviso to article 309 of the Constitution, read with the Government of India, Ministry of External Affairs letter No. F. 7(11)/62-Goa dated the 25th July, 1963, the Administrator of Goa, Daman and Diu is pleased to make the following rules relating to the Posts of Gestetner Operator Senior and Gestetner Operator Junior in the Secretariat under the Government of Goa, Daman and Diu.

1. **Short title.** — These rules may be called Goa Government, Gestetner Operator Senior (Class III) and Gestetner Operator Junior (Class IV), non-ministerial, non-gazetted posts Recruitment Rules, 1968.

2. **Application.** — These rules shall apply to the posts specified in column 1 of the Schedule to these rules.

3. **Number, classification and scale of pay.** — The number of posts, classification of the said posts and the scales of pay attached thereto shall be as specified in columns 2 to 4 of the said Schedule.

4. **Method of recruitment, age limit and other qualifications.** — The method of recruitment to the said posts, age limit, qualifications and other matters

connected therewith shall be as specified in columns 5 to 13 of the aforesaid Schedule.

Provided that,

- (a) the maximum age limit specified in the Schedule in respect of direct recruitment may be relaxed in the case of candidates belonging to the Scheduled Castes and Scheduled Tribes and other special categories in accordance with the orders issued by the Government from time to time; and
- (b) no male candidate, who has more than one wife living and no female candidate, who has married a person having already a wife living, shall be eligible for appointment, unless the Government, after having been satisfied that there are special grounds for doing so, exempts any such candidate from the operation of this rule.

5. These rules will come into effect from the date of the Notification and will relate to appointments to the various posts made on or after this date. An appointment made prior to this date through a duly constituted staff Selection Board/Departmental Promotion Committee will be deemed to be a regular appointment, notwithstanding any provisions contained in these rules, and the probation period in that case will extend to six months only from the date of this notification.

G. K. Bhanot
Chief Secretary

Panaji, 21st August, 1968.

SCHEDULE

1	2	3	4	5	6	7	8	9	10	11	12	13
Name of the post	No. of posts	Classification	Scale of Pay	Whether Selection Post or non-Selection Post	Age for direct recruits	Educational and other qualifications required for direct recruits	Whether age and educational qualifications prescribed for direct recruitments will apply in the case of promotees	Period of probation, if any	Method of recruitment whether by direct recruitment or by promotion or by deputation/transfer, and percentage of the vacancies to be filled by various methods	In case of recruitment by promotion/deputation/transfer, grades from which promotion/transfer to be made	If a DPC exists, what is its composition and its position in making recruitment	Circumstances in which U. P. S. C. is to be consulted in making recruitment
1. Gestetner Operator (Sr.)	One	Class III (Non-ministerial non-gazetted)	Rs. 110-3-131	Selection.	18 to 25 years	1. S. S. C. or equivalent with knowledge of English. 2. Experience as Gestetner Operator.	N. A.	Two years	By promotion following which by direct recruitment.	Promotion: Gestetner Operator (Jr.) in the Secretariat with two years of service in the grade.	Class III D. P. C.	As required under the rules.
2. Gestetner Operator (Jr.)	One	Class IV (Non-ministerial non-gazetted)	Rs. 80-1-85-2-95-EB-3-410.	Do	Do	1. VIII Standard of English or equivalent. 2. Knowledge of Gestetner machine.	N. A.	Do	Do	Promotion: Daftries with two years service in the grade, having adequate knowledge of the Gestetner machine, and its operation.	Class IV D. P. C.	Do

Development Department 'B'

Notification

HS-13-3/68

The Middle Income Group Housing Scheme Rules framed by the Government of India for the Union Territories as revised upto 1st April, 1968 are hereby published in the Government Gazette for information of the public.

By order and in the name of the Administrator of Goa, Daman and Diu.

R. K. Gupta, Deputy Secretary (Planning).

Panaji, 14th August, 1968.

(MINISTRY OF WORKS AND HOUSING)

No. 28(2)/62-HII

Rules regulating the grant of loans under the Middle Income Group Housing Scheme in the Union Territories

1. (a) House-building Loans under the Scheme may be granted, at the discretion of the Government, to such persons whose annual income exceeds Rs. 7,200/- but does not exceed Rs. 15,000/- or to cooperatives of such persons. When sanctioning loans, priority shall be given to the requirements of cooperatives, if any. The term 'income' in this regard, will mean the income of the applicant as assessed for the purpose of income-tax.

(b) No loan will ordinarily be granted to a person who — (i) already owns — a house in his/her own name or in the name of his/her wife/husband or minor children/dependents within the Union Territories in which the house is proposed to be built; and/or (ii) has not previously availed himself/herself of any financial assistance from the Government for the construction of a house.

[The Government/administration of the Union Territory may relax the above rule in exceptional cases where they are satisfied that the house proposed to be built under this Scheme is required for the *bonafide* residence of the applicant and that it will be impossible for the applicant to reside in his existing house for reasons other than its having already been let out on rent or being situated at a place other than the place of his/her work or business. It will be also ensured, for this purpose, that the applicant does not have more than one house in any other Union Territory/State].

(c) In the case of a woman-applicant, the loan may be sanctioned *only* on the basis of the individual income of her husband provided that the husband stands surety for the repayment of the loan (in addition to the usual mortgage of the house and land by the woman-applicant) and that he has also not availed himself of any financial assistance from the Government for the purpose of construction of a house.

2. The amount of loan to be granted for the construction of a house shall not exceed 80% of the estimated cost of the house including the cost of developed land, subject to a maximum loan of Rs. 25,000/- per house, provided that —

(i) the total cost of construction (exclusive of the cost of developed land) of any house

- proposed to be built shall not exceed Rs. 35,000/-;
- (ii) the floor area of the house proposed to be built shall not be ordinarily less than 400 sq. ft.;
 - (iii) no assistance shall be admissible towards cost of land (see note below) and/or construction of a house in a colony of which the layout etc., has not been approved by the competent authority. That is to say, loan assistance under the Scheme shall be restricted to holders of plots in approved colonies only; and
 - (iv) no loan assistance shall be granted in those cases where construction of the house has been commenced before the loan is sanctioned by Government.

Note:—An advance (out of the approved house building loan) may be permitted by the sanctioning authority to an applicant for the purpose of completing the purchase of a developed plot of land (for the construction of house) where he has already paid 50% of the cost from his own resources, *provided that* the amount already paid by the applicant towards the cost of the plot is not less than 25% of the total house-building loan applied for by him and/or approved by the sanctioning authority.

3. Application for loan under the Scheme shall be made on the prescribed form obtainable from the Collector, Goa, Panaji and shall be addressed to the Collector, Goa, Panaji.

Applications should be supported with designs, specifications, estimates and layout plans duly approved by the competent authority having jurisdiction in the matter.

4. (i) The Government/Administration may constitute an Advisory Committee on the Middle Income Group Housing Scheme to consider all applications for loan under the Scheme, and in cases deemed fit for grant of loans, to recommend the amount of loans to be given to each applicant, keeping in view the repaying capacity of the applicant and other connected factors such as specifications, design and the estimates of the house proposed to be built, etc.;

(ii) Before recommending any application for loan, the Advisory Committee shall satisfy themselves that the necessary essential services in accordance with the standards normally applicable to the area in which the house is proposed to be built, are available in that area.

5. The loan sanctioned to an applicant will be advanced in three/four instalments according to the progress of construction as indicated below:—

- (a) An advance to the extent admissible in accordance with the *Note* under rule 2 for completing the purchase of land, if required by the applicant on his executing with Government an Agreement-cum-surety Bond in the prescribed form.
- (b) 20% of the total sanctioned loan or the balance available after payment of the advance for purchase of land, as the case may be, on the applicants' executing a mortgage bond with the Government in the prescribed form mortgaging the plot of land together with the house to be built thereon; (The applicant shall have to satisfy the Go-

vernment that he possesses clear title to the land at the time of executing this mortgage bond);

- (c) 50% of the total sanctioned loan or of the balance available after payment of the advance for the purchase of land, as the case may be when the construction has reached plinth level stage; and
- (d) the remaining portion as last instalment when the construction has reached the roof level stage.

6. The loan will carry interest from the date on which it is advanced. The rate of interest on the loan disbursed under the scheme will be determined by the Government at the time of its disbursement, and is likely to be in the neighbourhood of $5\frac{3}{4}\%$. Different instalments of the loan are liable to carry different rates of interest, which may vary from $5\frac{1}{2}\%$ to $6\frac{1}{2}\%$.

7. (a) Except in regard to cases covered by sub-paras (b) and (c) below, the repayment of loan with interest shall be made in 20 (twenty) annual equated instalments.

(b) There will be no objection to accept, at any time desired by the Borrower, the repayment, in one lump sum, of the entire amount of loan (or balance of loan), along with interest due till the date of repayment, at the rate of interest at which the loan was originally sanctioned.

(c) In cases where a borrower is desirous of altering the annual equated instalments by offering to repay the loan in a period shorter than the originally stipulated one, he may, during the currency of the entire period of repayment, exercise a maximum of two options for altering the number and quantum of annual equated instalments, exclusive of the first option exercised by him at the time of execution of the prescribed Agreement/Mortgage-cum-surety Bond. Any such option, to be exercised by a borrower, should be for curtailment and not for extension of the period of repayment. In such cases, the recovery of the balance amount of loan will be regulated as follows:—

- (i) The method of recovery of loan/balance of loan, with interest, shall continue to be in annual equated instalments;
- (ii) The balance of loan, outstanding before the date on which the option is exercised, shall be treated for *purpose of calculation* of annual equated instalments in respect of the outstanding loan, as a fresh loan, and
- (iii) The rate of interest to be charged from the borrower in respect of the outstanding loan, will remain unchanged.

8. Repayment of the loan will commence from a date one year after the date on which the loan (on its first instalment as the case may be) is advanced.

9. The applicant shall complete the construction of the house within one year of the date of the payment of the first instalment of the loan or by a specific date as may be determined by the Government at the time of sanctioning the loan.

10. The applicant shall construct the house according to the specifications, designs, estimates and layout approved by the Government and also by any local authority having jurisdiction in the matter.

11. (a) The loan shall mortgage the plot of land, together with the house to be built thereon, with the Government as security for the repayment of the loan. He shall also furnish sufficient collateral security approved and acceptable to the Government, or the surety of a suitable person for the amount of the loan, which shall be discharged immediately on the completion of the house.

(b) The Government may, at their discretion, require the applicant to furnish additional security where considered necessary. Ordinarily, the security as in clause (a) above shall be deemed to be sufficient.

12. If there is no substantial progress in construction within 6 months after the date of advance of the instalment (s) of loan, or if the progress made has no relation to the amount of money advanced, or if the applicant fails to observe these rules or any other condition governing the loan, the Government shall be at liberty to recover the amount already advanced, in one lump sum and to withhold the payment of remaining instalment(s) if any.

13. In the event of the house not being completed within the prescribed time limit, or in the event of default of payment of any one instalment on the due date thereof the whole amount of entire balance of principal then remaining unpaid shall, together with all accrued interest, become due and payable at once to the Government.

14. The applicant shall utilise the amount advanced under the Scheme for the purpose for which it is advanced and for no other purpose.

15. Except with the previous sanction in writing of the Government, the applicant shall not transfer by way of sale, gift, or mortgage or otherwise the land and the building erected on it or any right or title or interest therein till such time as the full amount of the loan and interest has been repaid to the Government.

16. The applicant shall maintain a regular, accurate, separate and complete account of all expenses incurred and stocks and materials purchased in connection with the construction of said house, and shall furnish such returns and information as may be required by the Government from time to time and shall allow any person or persons authorised by the Government to inspect the same. The applicant shall at all reasonable times permit any person or persons authorised by the Government to inspect the building under construction and the building materials and stocks, built or purchased with the aid of the loan advanced to him.

17. The loanee shall maintain the house in good repair, pay all rates and taxes regularly; and, for so long as the loan has not been repaid in full, keep the house insured at his own expense, with the Indian Insurance Companies Association Pool or with any other company, to be approved of in writing by Government, against damage by fire and such other risks, if any, as may be prescribed by Government from time to time.

18. When the loan taken by an applicant together with interest due thereon has been fully repaid to Government, immediate action shall be taken by the Government/Administration to release the mortgage and reconvey the property (along with the

collateral security, if any) to the loanee or to his successor(s) in interest, as the case may be.

Application for the Grant of Loan for House Building Purposes under the Middle Income Group Housing Scheme

PART A

1. Name of the applicant (in block letters)
2. Name of father/husband
3. Age of the applicant (date of birth)
4. Full Address
Residential
Occupational
5. Occupation of the applicant (give full details)
6. Annual income of the applicant.
(a) Income for 12 months preceding the month in which the application is made and the source and sources from which it is derived: —

	Source	Income
(i)	Rs.
(ii)	Rs.
(iii)	Rs.
(iv)	Rs.
Total	Rs.
- (b) Proof in support of this income i. e. Income Tax Certificate
7. Applicant's present financial position: —
(a) Brief particulars and value of immovable property, if any
- (b) Brief particulars and value of movable property: —

(i)	Insurance policies (Surrender value)
(ii)	Govt. Securities
(iii)	Saving Certificates
(iv)	Company Shares
(v)	Provident Fund Deposits:
(vi)	Bank Deposits
(vii)	Cash in hand ...
- (c) Brief particulars and amount of undischarged debts,
8. Amount of loan required
9. Number of family members and dependents with relationship to the applicant.

Sr. No.	Name	Age	Relationship	Profession if any	Whether entirely dependent
1.					
2.					
3.					
4.					
5.					
6.					

PART B

10. Whether the applicant owns or holds any property in or outside in his/her own name or in the name of his/her wife/husband or children or in the name of his dependents? If so, give detailed particulars of the property held.
Residential
Other
11. If the applicant owns a plot/plots of land in the following details of ownership may be furnished of the plot/plots of land.
(a) (i) individual or partnership or/and joint family,

(ii) Registration number, date and place of execution of deed.

(b) Other particulars of land.

(i) Location

(ii) Size

(iii) Purchase price/rent (in case of lease) as evaluated by an independent authority.

(iv) Whether electricity, water supply, sewage facilities, etc. are available for the plot? If not, are these available in the locality?

(v) Whether the land is already encumbered in any way.

12. If the applicant has no land.

(a) Has any arrangement been made for the purpose of land? If so, give following particulars:—

(i) Location

(ii) Size

(iii) Estimated cost of land.

(iv) Whether electricity, water supply, sewage facilities etc. are available for the plot? If not, are those available in the locality?

(b) (i) What would be the applicant's own investment for the purchase of land?

(ii) How much of such investment would be met by raising loans, if any, from parties other than Government?

13. (a) What is the accommodation proposed? (A plan for each floor should be attached)

(b) What are the specifications of the materials to be used?

(c) What would be the applicant's own investment towards the cost of construction?

(ii) How much of such investment would be met by raising loans, if any, from parties other than Government?

14. Has the applicant or any other member of his/her family or any of his dependents previously received a loan from the Government under this or any other Scheme for construction purposes? If so, when, what amount and under what conditions?

15. Has the applicant taken any loan either from the Government or from the Rehabilitation Finance Administration or has signed as guarantor for the advance of a loan or had stood as surety for any Government loan? If so, give detailed particulars in respect of each loan, i. e.

(i) The date, account No., amount of loan, rate of interest and the stipulated period of repayment.

(ii) Particulars of instalments paid.

(iii) Whether applied for postponement of instalments of loan, etc. etc.

(iv) Assets if any, given as security.

16. Any other information considered appropriate or essential by the applicant.

PART C

17. Is the applicant member of a registered housing cooperative society?

If so:—

(a) Name of the Society.

(b) Its registration No. and particulars.

(c) Its registered address

(d) The name and address of the office bearer who conducts business on its behalf.

(e) Its composition—Number of members and certificate to the effect that they comprise persons earning more than Rs. 7,200/- per annum, but not more than Rs. 15,000/- per annum each.

(f) Site Plan, specifications, designs, estimates and layouts of the proposed houses.

18. Declaration by the applicant:—

(a) I declare that the above information is correct.

(b) I shall utilise the amount of loan towards the construction of the house under Middle Income Group Housing Scheme and I or any body on my behalf or any member of my family or any person on their behalf has not received any loan under this Scheme or any other housing scheme.

(c) In case the loan or any part thereof is used for any purposes other than, the construction of the house under the Middle Income Group Housing Scheme, the whole loan shall become recoverable as arrears of land Revenue.

(d) I agree to hypothecate to Government lands, material or house purchased or constructed in connection with the Scheme.

(e) I agree to abide by the terms and conditions of the Middle Income Group Housing Scheme and the rules framed thereunder as amended from time to time.

Dated ... 196...

Signature or thumb impression of the applicant.

Certificate of Authenticity

(To be signed by an M. P. or a Municipal Commissioner or a gazetted officer of Government).

I (name) of (address) certify that (name of applicant) is personally known to me and that to the best of my knowledge and belief the statements made in the application are correct.

Signature of attestor.

Dated 196

Address

To be signed in case the applicant is a member of a registered cooperative house building society.

We certify that the information furnished above by the applicant is correct to the best of our knowledge and belief.

Signatures: —

..... President.

..... Secretary.

Seal of the Society with address.

Application for loan by a registered Cooperative House building society under the Middle Income Group Housing Scheme.

17. A complete list of all other loans outstanding on the date of application and the assets, if any, given as security against them:—

I certify that the above information is correct.

Date 196 Signature
Designation

Middle Income Group Housing Scheme Mortgage Bond

THIS INDENTURE is made this ... day of ... 196, between ... hereinafter referred to as 'the Borrower' (which expression shall unless excluded by or repugnant to the context *include his heirs, executors, administrators and assigns/** their successors and assigns) of the first part ... 'the Surety' (which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) of the second part and the President of India, hereinafter called 'the Government' (which expression shall unless excluded by or repugnant to the context include his successors and assigns) of the third part.

Whereas the borrower is seized and possessed of or otherwise well and sufficiently entitled to the land, hereditaments and premises described in the schedule hereunder written free from all encumbrances.

And whereas the Government has sanctioned a loan of Rs. ... to the Borrower under the Middle Income Group Housing Scheme for the purpose of constructing a house on the said premises.

And whereas the Government has agreed to advance the said loan to the borrower on his agreeing to execute a mortgage of the premises in favour of the Government and on the surety guaranteeing the repayment by the borrower of the said loan with interest and all other moneys that may become due and payable to the Government under these presents as mentioned in clause 9 hereinafter stated.

* applicable to individuals.

** applicable to cooperative societies, public institutions, etc.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. The Government will advance the amount of the said loan of Rs. ... in ... instalments at the time and in the manner following:—

- (a) on the execution of this deed Rs. ...
(b) on the completion of the house to plinth level Rs. ...
... and
(c) on the completion of the house up to roof level Rs. ...

2. In consideration of the premises, the borrower covenants with the Government to repay to the Government the full amount of the said loan of Rs. ... together with the interest thereon in 20 annual equated instalments of Rs. The repayment of the loan in the manner aforesaid shall commence from the expiry of 12 months from the date of the receipt by the borrower, of the first instalment of the said loan provided always that in the event of the borrower committing a breach of any of the terms and conditions herein contained, the Government shall without prejudice to any other right or remedy available to it hereunder as well as in law be entitled to recover from the borrower interest on the said loan on the balance as then may be due at the rate of 8% per annum being the normal rate of interest payable by the borrower to the Government in respect of the said loan.

3. The borrower shall pay interest at the rate of 8% per annum provided always that if on the day on which the payment of interest ought to be made, the borrower, having complied with his/her/their obligations hereunder other than those relating to the payment of the full amount of the said loan, shall pay interest to the Government on the said loan or part thereof remaining due and payable at the rate of 5% per annum, the Government shall accept such payment in satisfaction of payment of interest at the rate hereinbefore mentioned.

4. If the borrower shall make default in punctual payment of the instalments either of the principal or interest or if the borrower shall become insolvent or if the borrower shall fail to observe or perform any of the terms, conditions and stipulations herein contained or in the Middle Income Group Housing Scheme and the rules regarding the grant of loans under the Middle Income Group Housing Scheme framed by the Government and on his part to be observed and performed, then and in any such case the whole of the principal amount of the loan or so much thereof, as shall then remain due and unpaid shall become payable forthwith

1. Name of Society.
2. Its registered No. and particulars.
3. Its registered address.
4. The name and address of the office-bearers/trustees who conduct business on its behalf.
5. Number of employees, members and workers earning more than Rs. 7,200/- per annum but not more than Rs. 15,000/- per annum.
6. The number of houses proposed to be constructed.
7. Number of families proposed to be accommodated.
8. Area of land in 'possession for the proposed construction and the nature of ownership over the land.
9. If land is not in possession, is the applicant in a position to secure necessary land for above construction? If so, within what date and how?
10. Estimated cost of construction of the houses and cost of land. Give details regarding cost of construction, cost of land and number of families to be accommodated therein.
11. Site plan, building plan with specifications, designs, estimates and layout of the proposed houses.
12. The amount of loan required.
13. Is the applicant in a position to provide from its own funds 20% of the cost of construction etc.
14. Security that applicant can offer for repayment of loans together with evaluation of the Security offered by an independent authority and a certificate that the assets offered as security are not already encumbered.
15. (a) Copies of profit and loss (or income and expenditure) accounts and balance sheets for the last three years.
(b) The main sources of income and how it is proposed to repay the loan within the stipulated period.
16. Details of loan or loans taken from the Central Government or a State Government in the past, indicating the amount, purpose, Ministry of State from which loan was taken, rate of interest, stipulated period of repayment, date of original loan and amount outstanding against the loan on the date of the application and the assets, if any, given as security.

to the Government with interest thereon at the rate of 8% per annum calculated from the date/s of the payment by the Government of the respective instalment.

5. In further pursuance of the said agreement and for the consideration aforesaid and to secure repayment of the said loan and interest as shall at any time or times be due to the Government under the terms of these presents, the borrower both hereby grant, convey, transfer and assure unto the Government all that piece or parcel of land or ground together with messuages, tenements or dwelling house hereafter to be erected thereon situate at ... and more particularly described in the said schedule hereunder written and delineated on the plan thereof hereto annexed and thereon/as shown surrounded by ... boundary line (hereinafter referred to as «the premises») with all rights, easements and appurtenances thereon belonging to HOLD THE said premises unto and to the use of the Government absolutely for ever free from all encumbrances SUBJECT NEVERTHELESS provided for redemption hereinafter contained PROVIDED ALWAYS and it is hereby agreed and declared that if the borrower shall pay to the Government the said principal sum and interest hereby secured in the manner herein provided and also other moneys, if any, by these presents payable by the borrower to the Government, then the Government will at any time thereafter upon the request and at the cost of the borrower recover the said premises unto and to the use of the borrower or as he may direct.

6. If there shall be any breach by the borrower of any of the covenants and stipulations herein contained and on his part to be observed and performed or if the borrower shall become insolvent or go into liquidation before the mortgage debt shall have been fully paid off or if the mortgage debt becomes payable to Government forthwith hereunder then and in any of such cases it shall be lawful for the Government to sell the said premises or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind or vary any contract for sale and to resell without being responsible for any loss or diminution which may be occasioned thereby and for the purposes aforesaid to execute and to do all such assurances and things for effectuating any such sale as the Government shall think fit and too aforesaid power shall be deemed to be a power to sell the said mortgaged premises in default of payment of the mortgage debt without the intervention of the court within the meaning of Section 69 of the Transfer of Property Act, 1882, AND IT IS HEREBY AGREED and declared that the receipt of the Government for the purchase money of premises sold or any part thereof shall effectually discharge the purchasers therefrom and from being concerned to see to the application or being answerable for any loss or misapplication thereof AND IT IS HEREBY further declared that the Government shall hold the moneys to arise from any sale in pursuance of the aforesaid power UPON TRUST in the first place thereof to pay all the expenses incurred on such sale and in the next place to apply such money in or towards the satisfaction of the moneys for the time being owing on the security of these presents and then to pay the surplus (if any) to the borrower.

7. For the consideration aforesaid and as further security for the repayment of the aforesaid loan and for the performance or the covenants herein contained the borrower hereby hypothecates all the building materials and articles purchased by the Borrower for the construction of the said house and any other building materials and articles which may hereafter be purchased by the borrower for construction thereof TO THE INTENT that all such building materials and articles shall remain and form additional security for the repayment to the Government of the mortgage debt in manner aforesaid PROVIDED THAT if there shall be any breach by the borrower of any of the covenants and stipulations on his part to be observed and performed or if the borrower shall commit default in the payment of any instalment of principal or interest due hereunder on the due debts hereinbefore mentioned or if the borrower becomes insolvent or goes into liquidation or if the mortgage debt becomes payable to the Government forthwith hereunder there and in any of such cases for the purpose of recovering any amount as may become due by the Government, the Government shall have power without the intervention of the Court to take possession of the building materials and articles hereby hypothecated and sell or concur with any other person in selling the same or any part thereof either together or in lost and either by public auction or by private contract subject to such conditions concerning titles or other matter as the Government thinks fit with power to vary any contract for sale and to buy in at any auction or to rescind any contract for sale and resell without being liable for any loss occasioned hereby and

to realise the amount due to the Government from such sale proceeds after defraying the necessary expenses therefor.

8. The borrower hereby covenants with the Government as follows:—

- (a) The borrower shall utilise the amount of the loan hereunder for the purpose of the construction of a house/houses on the said premises and for no other purpose.
- (b) That the borrower now hath in himself good right/full power and lawful authority to grant convey transfer and assure the said premises unto the use of the Government in manner aforesaid.
- (c) That the borrower shall out of his own resources spend on the construction of the said house a minimum amount of Rs. ... representing twenty per cent of the cost of said land and the house erected thereon.
- (d) The borrower shall not without the previous sanction of the Government transfer the premises by way of sale gift mortgage or otherwise or any right title or interest thereunder till such time as the whole amount of the loan and interest remains unpaid.
- (e) The borrower shall maintain regular and complete account of expenses incurred and of the stock and materials purchased in connection with the construction of the house and furnish such information to the Government as may be required from time to time and allow any person or persons authorised by the Government to inspect such accounts.
- (f) The borrower shall permit any person or persons authorised by the Government to inspect the building under construction as also the building materials and stocks.
- (g) The borrower shall maintain proper books of accounts of its affairs in the manner laid down in any enactment for the time being in force relating to keeping of books of accounts by the cooperative societies, institutions etc. and shall, on demand, furnish to the Government such information, statements and particulars as may be required by them and shall allow the representatives of the Government to inspect its accounts books and other documents to verify such information, statements and particulars.
- (h) The borrower shall commence the construction of the house within two months from the date thereof and shall complete the same before the end of
- (i) The borrower shall from time to time and at all times during the continuance of these presents keep the said mortgage premises and every part thereof in a good and substantial state of repair and working order and shall pay all revenue, ground rent, rates, taxes, assessments present as well as future and all dues duties and outgoings whatsoever payable in respect of the said immediately they shall become due and payable AND in case the borrower neglects to keep the said mortgaged premises or any part thereof in good and substantial repair and working order or to pay the revenue, ground rent, rates, taxes, and assessments dues, duties and outgoings as aforesaid, then and in any such cases it shall be lawful for but not obligatory upon the Government to repair and keep in good and substantial repair and working order the said mortgaged premises or any part thereof and to pay any such revenue, ground rent, taxes, rates and assessments, dues duties and outgoings AND all moneys costs charges and expenses of such repair and paying of such revenue, ground rent, rates, taxes and assessments dues duties and outgoings shall be a charge upon the said mortgaged premises jointly with all principal moneys and interest hereby secured as if they had formed a part thereof.
- (j) The borrower shall from time to time and at all times during the continuance of these presents keep the said mortgaged premises insured against loss or damage by fire, and such other risks, if any, as may be required by the Government from time to time in their full value to be determined by the Government in their sole discretion with the Indian Insurance Companies Association Pool or with any other Company to be approved of in writing by the Government and shall assign the policy to the Government AND shall pay all premia for renewal of such insurances one week before they shall become due AND shall deliver to and leave with the Govern-

ment all policies of such insurance and all receipts of premia therefor AND all moneys to be received under such policies shall be upon trust for better securing to the Government the repayment of all moneys hereby secured and subject thereto in trust for the borrower AND that in case the borrower neglects to insure and to keep insured the mortgaged premises aforesaid and pay the renewal premia therefor in the manner aforesaid then and in any of such cases it shall be lawful for but not obligatory upon the Government to insure and keep insured the said premises in their full value or any loss sum and for such time as the Government shall think proper and to pay the renewal premia therefor and all moneys, premia costs and charges of the making and continuing of such insurance by the Government as aforesaid and payment of the renewal premia therefor shall be a charge upon the mortgaged premises jointly with all principal moneys and interest hereby secured as if they had formed a part thereof AND FURTHER that all sums of money received under or by virtue of any such insurance aforesaid shall at the option of the Government either be forthwith applied to the extent of the money received in or towards substantially rebuilding, reinstating and repairing the said mortgaged premises or in or towards the payment of the said principal sum and interest and other moneys for the time being remaining due under the security of these presents.

9. And in consideration of the said advance, the surety doth hereby guarantee to the Government that the borrower shall duly observe and perform the several terms and conditions herein contained and shall repay the said loan of Rs. ... together with interest agreed to be paid thereon as aforesaid and the surety doth hereby further irrevocably guarantee and undertake that if the borrower commits any default in observance of any of the terms and conditions herein contained or if the said loan or any part thereof then remaining due shall become payable forthwith to the Government the surety shall on demand and without any demur pay to the Government the said amount of the loan of Rs. together with accrued interest thereon or such part thereof as may then remain due and payable and the surety further undertakes to indemnify and keep indemnified the Government against any loss or damage caused to or suffered by the Government by reason of any breach by the borrower of the terms and conditions herein contained and on his part to be observed and performed and the decision of the Government as to whether the borrower has failed or neglected to observe any of the terms and conditions herein contained and as to the amount payable by the surety to the Government hereunder shall be final and binding on the surety.

The surety further agrees that the guarantee herein contained shall remain in full force and effect until the house to be constructed on the said premises is constructed and completed in all respects to the satisfaction of the Government.

10. AND IT IS HEREBY AGREED AND DECLARED that the Government shall have the fullest liberty without affecting the guarantee to postpone for any time and from time to time any of the powers exercisable by it against the borrower either under those presents or otherwise and either to enforce or forbear any of the terms and conditions herein contained and the surety shall not be released from his liability by any exercise by the Government of the liberty with reference to the matters aforesaid or by reason of time being given to the borrower or any other forbearance, act or omission on the part of the Government or any indulgence by the Government to the borrower or by any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the surety from his such liability.

Schedule of the property

(Set out the description of the property)

In witness whereof the parties hereto have executed these presents the day and the year herein above written.

Signed and delivered by the
within named borrower in
the presence of:

- (1) ...
- (2) ...

Signed and delivered by the
within named Surety in the
presence of:

- (1) ...
- (2) ...

Signed and delivered by ...
for and on behalf of the
President of India, in the
presence of:

- (1) ...
- (2) ...

Agreement-cum-surety bond to be executed by the borrower before drawing the first instalment of loan under the Middle Income Group Housing Schemes.

This indenture made this ... day of ... one thousand nine hundred and ... between ... son of ... at present* occupation ... and residing at ... (hereinafter called 'the borrower' which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, legal representatives and administrators) of the first part, ... son of ... and residing at ... (hereinafter called 'the surety' which expression shall, unless excluded by or repugnant to the context, include his heirs, executors, administrators and assigns) of the second part and the President of India (hereinafter called 'the Government' which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the third part, WHEREAS the borrower desires to complete the purchase of land described in the Schedule hereunder written for the purpose of constructing a house thereon and whereas the borrower has under the provision of the Rules framed by the Government of India to regulate the grant of loans under the Middle Income Group Housing Scheme to individuals (hereinafter referred to as the 'said rules', which expression shall where the context so admits, include any amendment thereof or addition thereto for the time being in force) applied to the Government for a loan of Rs. ... and the Government has sanctioned a loan of Rupees ... to the borrower vide ... Administrator's letter No. ... dated ... a copy of which is annexed to these presents for the purpose aforesaid on the terms and conditions advance the said loan to the Borrower on his agreeing to execute an agreement in favour of the Government and on the Surety guaranteeing repayment by the borrower of the said loan with interest and all other moneys that may become payable to the Government under these presents till the borrower completes purchase of these the land and executes a Mortgage-cum-surety bond in respect of the said land in favour of the Government.

NOW IT IS HEREBY agreed by and between the parties hereto as follows:—

1. The Government shall advance the said amount to the borrower as follows:—

- (a) On the execution of this deed ... Rs.
- (b) On the execution of the prescribed Mortgage-cum-surety bond, after the borrower has completed the purchase of land ... Rs.
- (c) On the construction of the house reaching the plinth level ... Rs.
- (d) On the completion of the house upto roof level ... Rs.

Total Rs.

2. The borrower shall repay to the Government, the said amount with interest calculated in accordance with the said rules for the time being in force in ... annual equated instalments of Rupees ... each, the first of such instalments of repayment falling due one year after the date on which the first instalment of loan is paid to the borrower.

3. (a) Within two months from the date of the receipt of the aforesaid amount of the Rs. ... (Rupees ...) out of the said loan, the borrower shall expend the aforesaid amount in completing the purchase of land and shall produce for inspection of the Government the sale deed in respect thereof failing which this agreement shall stand cancelled and the Borrower shall refund forthwith the amount received by him from the Government to the Government together with interest thereon.

(b) The borrower shall complete construction of the said house by the date ... strictly in accordance with the approved plan and specifications on the basis of which the amount of advance has been computed and sanctioned or within such extended period as may be laid down by the Government.

4. If the actual amount paid for completion the purchase of land is less than the amount received under these presents by the Borrower, he shall forthwith repay the difference to the Government.

5. The borrower shall execute a mortgage-cum-surety bond mortgaging the said loan alongwith the house to be built thereon to the Government as security for the amount advanced to the borrower under these presents as also for the interest payable for the said amount in the form provided by the said rules.

6. AND IT IS HEREBY AGREED AND DECLARED THAT IF the land is not purchased (and the sale deed therefor not produced for inspection of the Government within two months of the date of drawal of the part of the loan for the purpose) or if the borrower fails to complete the construction of the said house as hereinbefore agreed or if the borrower becomes insolvent or dies, or fails to observe and perform any of the terms and conditions of the agreement or fails to observe the rules governing the grant of loan under the Middle Income Group Housing Scheme, the whole amount of the loan together with the interest accruing thereon shall immediately become due and payable to the Government.

7. And in consideration of the said advance, the surety doth hereby guarantee to the Government that the Borrower shall duly observe and perform the several terms and conditions herein contained and shall repay the said loan of Rs. ... together with interest agreed to be paid thereon as aforesaid and the surety doth hereby further guarantee and undertake that if the borrower commits any default in observance of any of the terms and conditions herein contained or if the said loan or any part thereof then remains due shall become payable forthwith to the Government, the Surety shall on demand and without any demur pay to the Government the said amount of the loan of Rs. ... together with accrued interest thereon or such part thereof as may then remain due and payable and the Surety further undertakes to indemnify and keep indemnified the Government against any loss or damage caused to or suffered by the Government by reason of any breach by the borrower of the terms and conditions herein contained and on his part to be observed and performed and the decision of the Government as to whether the borrower has failed or neglected observe any of the terms and conditions therein contained and as to the amount payable by the Surety to the Government hereunder shall be final and binding on the Surety.

The Surety further agrees that the guarantee herein contained shall remain in full force and effect until the entire amount of the said loan is repaid to the Government by the Borrower.

Provided always that the liability of the Surety hereunder shall cease when the borrower has purchased the land and has executed the Mortgage-cum-surety bond in respect of the said land in favour of the Government.

8. AND IT IS HEREBY AGREED AND DECLARED THAT the Government shall have the fullest liberty without affecting the guarantee to postpone for the time from time to time any of the powers exercisable by it against the borrower either under those presents or otherwise and either to enforce or forbear any of the terms and conditions contained and the Surety shall not be released from his liability by any exercise by the Government of the liberty with reference to the matters aforesaid or by reason of time being given to the Borrower or any other forbearance, act or omission on the part of the Government or any indulgence by the Government to the Borrower or by any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Surety from his such liability.

In witness whereof the parties hereto have executed these presents the day and the year herein above written.

The Schedule have referred to.

Signed by the within named
borrower in the presence of; Signature of the Borrower

1 ...

2 ...

Signed by the within named
surety, in the presence of; Signature of the Surety

1 ...

2 ...

Signed by ... for and on behalf of the President of India, in the presence of:—

1 ...

2 ...

Signature

Labour and Information Department

ORDER

LC/112/BPF/68

The following Notification from the Government of India, Ministry of Labour, Employment and Rehabilitation, New Delhi, issued under Employees' Provident Fund Act, 1952, is hereby republished for information of all concerned.

By order and in the name of the Administrator of Goa, Daman and Diu.

B. Ram, Secretary, Industries and Labour Department.

Panaji, 9th September, 1968.

Notification

36(7)/67-PF.I/II

Dated, the 22nd August, 1968

S.O. — In exercise of the powers conferred by sub-paragraph (1) of paragraph 52 of the Employees' Provident Funds Scheme and in supersession of all existing orders on the subject, the Central Government hereby directs that accumulations out of provident fund contributions, interest and other receipts as reduced by obligatory outgoings, shall be invested in accordance with the following pattern, namely:

- (i) in securities created and issued by State Government and other securities guaranteed by the Central or the State Government not exceeding 35%;
- (ii) the balance in Central Government securities including any savings or other certificates issued by the Central Government.

2. All reinvestment of provident fund accumulations (whether invested in securities created and issued by the Central Government or in savings certificates issued by the Central Government or in securities created and issued by a State Government) shall also be made according to the pattern mentioned in para 1 above.

3. The above pattern will be in force for the period on and from 1st September, 1968, to the 31st March, 1969.

Sd/-

S. T. MERANI
Joint Secretary

Mormugao Port Trust

Notification

MPT/IGA(E.682-I)/68

As required under Section 124(2) of the Major Port Trusts Act, 1963, the following amendments to the Mormugao Port Employees' (Pension and Gratuity) Regulations, 1966 adopted by the Board of Trustees are hereby published:—

I—Substitute the following for the existing Regulation 6 of the Mormugao Port Employees' (Pension and Gratuity) Regulations, 1966.

"6 (i) Future good conduct shall be an implied condition of every grant of pension. The pension sanctioning authority may, by order in writing withhold or withdraw a pension or part thereof whether permanently or for a specified period, if the pensioner is convicted of a serious crime or is found guilty of grave misconduct.

Provided that no order shall be passed under this clause by an authority subordinate to the authority competent to make an appointment to the post held by the pensioner immediately before his retirement from service.

(ii) Where a pensioner is convicted of a serious crime by a court of Law, action under clause (i) shall be taken in the light of the judgement of the Court relating to such conviction.

(iii) In a case not falling under clause (ii), if the competent authority under clause (i) considers that the pensioner is prima facie guilty of grave misconduct it shall, before passing an order under clause (i).

(a) Serve upon the pensioner a notice specifying the action proposed to be taken against him and the grounds on which it is proposed to be taken and calling upon him to submit within fifteen days of the receipt of the notice or such further time not exceeding fifteen days as may be allowed by the pension sanctioning authority, such representation as he may wish to make against the proposal; and

(b) take the representation, if any, submitted by the pensioner under clause (a) into consideration.

(iv) An appeal against an order under clause (i) passed by the pension sanctioning authority shall lie with the Board when such order is passed by the Chairman and with the Central Government where such order is passed by the Board, who shall pass such orders on the appeal as it deems fit".

II — Add the following as Note 4 after Note 3 to Regulation 19 of the Mormugao Port Employees (Pension and Gratuity) Regulations, 1966: —

Note 4 — Extraordinary leave may be allowed to count as qualifying service at the discretion of the competent authority in the following circumstances:

i) if it is taken on medical certificate;

- ii) if it is taken due to the inability of the person concerned to join or rejoin duty due to civil commotion or a natural calamity provided that he has no other type of leave to his credit and
- iii) if it is taken for prosecuting higher scientific and technical studies.

By order,

Shivakumar Dhindaw
Secretary

Mormugao, 31st August, 1968.

(2nd time)

Notification

MPT/IGA(E.992)/68

As required under Section 124(2) of the Major Port Trusts Act, 1963, the following amendment to the Mormugao Port Employees' (Classification, Control and Appeal) Regulations, 1964 adopted by the Board of Trustees is hereby published: —

"Insert the following as sub-regulation (1-A) after sub-regulation (1) of Regulation 13:

(1-A) — If in a case, it is proposed, after considering the representation, if any, made by the employee under Clause (a) of sub-rule (1) above to withhold increments of pay and such withholding of increments is likely to affect adversely the amount of pension payable to the employee or to withhold increments of pay for a period exceeding three years or to withhold increments of pay with cumulative effect for any period, an enquiry shall be made in the manner laid down in sub-regulation (2) to (10) of regulation 12 before making any order imposing on the employee any such penalty".

By order,

Shivakumar Dhindaw
Secretary

Mormugao, 31st August, 1968.

(2nd time)